

Case No. 1:24-cv-01261

Exhibit A

Maricopa's Proposed Order

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION

METROPOLITAN LIFE INSURANCE
COMPANY, a New York corporation,

Plaintiff,

v.

ACDF, LLC, a California limited liability
company, as successor by merger to 104
PARTNERS, LLC; WILLOW AVENUE
INVESTMENTS, LLC, a California limited
liability company; ASHLAN & HAYES
INVESTMENTS, LLC, a California limited
liability company; GRANTOR FRESNO
CLOVIS INVESTMENTS, LLC, a California
limited liability company; MARICOPA
ORCHARDS, LLC, a California limited
liability company; FARID ASSEMI, an
individual; FARSHID ASSEMI, an individual;
DARIUS ASSEMI, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No. 1:24-cv-01261-KES-SAB

**[PROPOSED] ORDER GRANTING
MOTION FOR ORDER APPOINTING
RECEIVER AND FOR PRELIMINARY
INJUNCTION**

Date:
Time:
Dept.:

Action Filed: October 16, 2024
Trial Date: Not Set

Upon due consideration of the Plaintiff's Ex Parte Motion for Order Appointing Receiver
and for Preliminary Injunction ("MetLife Receivership Motion"), the Complaint (as defined

below), the Declaration of Jeremy Rasmussen (“Plaintiff Declaration”), and the Declaration of proposed receiver Phillip Christensen (“Receiver Declaration”), the Oppositions filed to the Motion and the oral argument of counsel and good cause appearing therefor, and the Court being advised that the relief granted herein has been agreed to by both (i) the Plaintiff and (ii) ACDF, LLC and WILLOW AVENUE INVESTMENTS, LLC (together, the “Represented Borrower-Owners”), and overruling any objections raised by any other parties appearing at the hearing hereon,

The Court hereby FINDS as follows:

A. Appointment of a receiver is appropriate pursuant to Federal Rules of Civil Procedure 66; Local Rule 232; and the Court’s inherent equitable power to order the appointment of a receiver under Federal law.

B. Phillip Christensen of Agriglobe LLC is not interested in this action and is competent and qualified to act as receiver.

C. Good cause exists for the appointment of a receiver in order to preserve perishable agriculture and property and to maximize the recovery to creditor-Plaintiff through the orderly sale of certain of the assets of Defendants ACDF, LLC, WILLOW AVENUE INVESTMENTS, LLC, and GRANTOR FRESNO CLOVIS INVESTMENTS, LLC (“Borrower-Owners”), and for the collection of obligations owed to Borrower-Owners on account of the MetLife Receivership Property (defined below).

D. Good cause exists for the entry of a preliminary injunction restraining and enjoining all Defendants not limited to Borrower-Owners and their agents, partners, property managers, employees, assignees, successors, representatives, and all persons acting under and/or in concert with them from committing or permitting waste of the MetLife Receivership Property (defined below), including any misuse of cash from the operations of Borrower-Owners that are part of the MetLife Receivership Property; from removing, transferring, encumbering, or otherwise disposing of the MetLife Receivership Property; and from interfering with the receiver in the discharge of the MetLife Receiver’s duties.

Having found the foregoing,

IT IS ORDERED:

1. Phillip Christensen (“MetLife Receiver”) is appointed as a general receiver.

2. The MetLife Receiver is awarded exclusive possession and control over the “MetLife Receivership Property” defined as follows:

a. Real Property:

(i) That property subject to the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 18, 2017, and recorded on August 18, 2017, with the **Kern County** Official Records as Doc No. 217110039 (as amended, “Kern Deed of Trust”), not limited to APNs:

220-130-35-00-4
220-130-17-00-2
220-130-24-00-2
220-130-05-00-7
220-130-30-00-9

Along with all other property associated with said APNs not limited to Proceeds, Crops, Water Rights, Improvements, Intangibles, Proceeds (as those terms are defined therein) and that property described in said Deed of Trust, Exhibit “A” associated with said APNs not limited to all appurtenances, fixtures, permanent plantings, rights and benefits thereto, as described in the Kern Deed of Trust, including “Water Rights” described on Kern Deed of Trust, Exhibit “A-1” and all water rights, water agreements and related water delivery contracts, easements, offsite wells, permits, and licenses.

(ii) That property subject to the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 1, 2019, and recorded on August 1, 2019, in the **Fresno County** Recorder’s Office as Doc No. 2019-0085655 (as amended, “Fresno Deed of Trust”), not limited to APN:

038-141-59s (and associated easements identified thereunder with said Deed of Trust and Security Agreement)

Along with all other property associated with said APN not limited to Proceeds, Crops, Water Rights, Improvements, Intangibles, Proceeds (as those terms are defined therein), and that property described in said Deed of Trust, Exhibit “A” associated with said APN, not limited to all appurtenances, fixtures, permanent plantings, rights and benefits thereto, as described in the Kern Deed of Trust, including “Water Rights” described on Kern Deed of Trust, Exhibit “A-1” and all water rights, water agreements and related water delivery contracts, easements, offsite wells, permits, and licenses.

///

b. Other Collateral

- 1 (i) That Property further perfected by and identified in the UCC Financing
2 statement subject, filing number: 177601754694, as discussed in the
3 Declaration of Jeremy Rasmussen, ¶ 14.
- 4 (ii) That Property further perfected by and identified in the UCC Financing
5 statement subject, filing number: 19-7726980110, as discussed in the
6 Declaration of Jeremy Rasmussen, ¶ 14.
- 7 c. All rights, entitlements, leases, interests, contracts, contracts for sale, and business
8 affairs associated with and relating to the MetLife Receivership Property (including
9 real and personal property).
- 10 3. Until further order of the Court, the MetLife Receivership Property and any disputes
11 related to the MetLife Receivership Property shall remain under this Court's exclusive jurisdiction.
- 12 4. The MetLife Receiver shall not be subject to the control of any of the parties to this
13 matter but shall be subject only to the Court's direction in the fulfillment of the MetLife Receiver's
14 duties.

15 **Power and Duties of the MetLife Receiver**

16 The MetLife Receiver shall have the following authority, powers and duties:

- 17 5. During the pendency of the receivership, the MetLife Receiver is authorized and
18 directed to take possession of, manage, control and collect all present and future MetLife
19 Receivership Property, wherever located (including such MetLife Receivership Property as may be
20 in the possession or control of third parties). The MetLife Receiver is authorized to conduct limited
21 operations of the MetLife Receivership Property if, in his business judgment, the benefit of such
22 operations would exceed the cost.
- 23 6. The MetLife Receiver shall have exclusive right to possession of the MetLife
24 Receivership Property and may (in accordance with applicable state law) enter any other property
25 where the MetLife Receivership Property may be located in order to recover such MetLife
26 Receivership Property.
- 27 7. Subject to this Court's approval, the MetLife Receiver is authorized to sell or
28 otherwise liquidate or dispose of any or all of the MetLife Receivership Property by public or
private sale or such other method as deemed appropriate by the MetLife Receiver exercising
business judgment. All sales of MetLife Receivership Property shall be "as is" and "with all faults,"

1 free and clear of liens, claims and encumbrances, without representations or warranties and without
2 recourse. Subject to the foregoing:

3 a. The MetLife Receiver is authorized to employ a marketing agent to list and
4 market from time-to-time any or all of the MetLife Receivership Property, in whole or in part, and
5 to enter into such agreements to sell any portion of the MetLife Receivership Property on a
6 contingency commission arrangement based on the close of any such sale, provided that each such
7 agreement, the sale price, the commission, and the sale procedures to be employed shall be as
8 authorized by and subject to the terms, covenants, and conditions contained in the Kern Deed of
9 Trust and Fresno Deed of Trust along with all the Loan Documents (as those terms are defined in
10 Plaintiff's complaint), shall be subject to Plaintiff's prior written consent, which may be given or
11 withheld in the exercise of Plaintiff's sole opinion and judgment, and shall be subject to approval
12 and confirmation by this Court. Plaintiff and Defendants shall be kept apprised of the MetLife
13 Receiver's efforts to market and sell the MetLife Receivership Property. The MetLife Receiver is
14 further authorized to retain other professionals that the MetLife Receiver determines in his
15 reasonable discretion to be necessary to effectively market and sell the MetLife Receivership
16 Property including, but not limited to, real estate appraisers, environmental consultants, and
17 development consultants. All real estate broker fees to be paid in connection with the MetLife
18 Receiver's sale of the MetLife Receivership Property are subject to the prior approval of Plaintiff
19 and this Court. Sales of real property shall be in accordance with 28 U.S.C. § 2001;

20 b. Except as ordered by the Court after notice and a hearing, all sales of real
21 property shall be subject to the express written approval of Plaintiff;

22 c. [RESERVED]

23 d. The MetLife Receiver may sell equipment and other personal property that
24 constitutes MetLife Receivership Property at one or more commercially reasonable, professionally
25 conducted auctions without any requirement to obtain an appraisal of such MetLife Receivership
26 Property or Court order confirming such sales; and

27 e. The MetLife Receiver may sell inventory, equipment and other personal
28 property that constitutes MetLife Receivership Property outside the ordinary course of Borrower-

1 Owners' business(es) with an aggregate price not more than \$50,000 to any one buyer, without
2 further order of the Court, upon prior written approval from Plaintiff.

3 8. The MetLife Receiver may contract for, hire and terminate agents, employees,
4 appraisers, guards, clerks, accountants, liquidators, auctioneers, attorneys and management
5 companies and consultants without cause, to administer the MetLife Receivership Property, assist
6 the MetLife Receiver in his duties, and to protect the MetLife Receivership Property as the MetLife
7 Receiver deems necessary; purchase insurance, materials, supplies and services and pay therefore
8 at the usual rate and prices out of funds that shall come into the MetLife Receiver's possession; pay
9 the reasonable value of said services out of the proceeds of the estate; and no risk or obligation
10 incurred by said MetLife Receiver shall be the personal risk or obligation of the MetLife Receiver,
11 but shall be the risk or obligation of the MetLife Receivership Property, subject to applicable federal
12 law.

13 9. The MetLife Receiver may engage a locksmith for the purposes of gaining entry to
14 any of the MetLife Receivership Property through any security system to obtain any property or
15 documents to which the MetLife Receiver is entitled pursuant to this Order. The MetLife Receiver
16 may have locks or security codes changed, or have keys created that will work for the existing
17 locks.

18 10. The MetLife Receiver may demand, collect, and receive all receipts, rents, profits,
19 monies, security deposits, advance deposits, funds and payments arising from the MetLife
20 Receivership Property, as a whole or as to any and all improvements thereon, and take all actions
21 necessary or appropriate in furtherance thereof, including commencing any court actions, lawsuits,
22 or other proceedings deemed appropriate by the MetLife Receiver in order to protect MetLife
23 Receivership Property.

24 11. [RESERVED]

25 12. [RESERVED]

26 13. The MetLife Receiver may establish bank accounts at any bank the MetLife
27 Receiver deems appropriate for the deposit of monies and funds collected and received in
28

1 connection with the administration of the MetLife Receivership Property, provided that all funds
2 on deposit are insured by an agency of the United States government.

3 14. Upon presentation of a conformed copy of this Order to any third party, including
4 but not limited to banks or depositories owing performance of any obligation or duty to Plaintiff
5 with respect to the MetLife Receivership Property, such third parties shall render any performance
6 or duties with respect to the MetLife Receivership Property directly to the MetLife Receiver.

7 15. The MetLife Receiver may seek discovery pursuant to the Federal Rules of Civil
8 Procedure and any applicable local rules of the Court of any books and records of Borrower-
9 Owners' affiliates or other persons or entities that the MetLife Receiver deems necessary or
10 desirable to carry out the MetLife Receiver's duties, including the books and records of Assemi
11 Group, Inc. ("AGI") concerning or related to Borrower-Owners.

12 16. The MetLife Receiver shall execute and prepare all documents and perform all acts,
13 including entering into contracts, operating licenses, or signing checks or initiating and processing
14 electronic funds transfers in the MetLife Receiver's own name, which are necessary or incidental
15 to preserving, protecting, managing, controlling and/or liquidating the MetLife Receivership
16 Property.

17 17. The MetLife Receiver may compromise debts related to the MetLife Receivership
18 Property and do all things and to incur the risks and obligations of similar businesses operating the
19 MetLife Receivership Property. Subject to applicable federal law, no risk or obligation incurred by
20 the MetLife Receiver shall be at the personal risk or obligation of the MetLife Receiver but shall
21 be the risk or obligation of the MetLife Receivership Property.

22 18. The MetLife Receiver may contact and bring and prosecute all proper actions for
23 collection from any debtor on the accounts receivable for the MetLife Receivership Property
24 ("Accounts Receivable Debtors") and advise them not to send further accounts receivable payments
25 to Borrower-Owners and instruct the Accounts Receivable Debtors to send any and all payments
26 directly to the MetLife Receiver.

27 19. Net proceeds from the sale of MetLife Receivership Property, and other money
28 coming into possession of the MetLife Receiver and not expended for any of the purposes herein

1 authorized, shall be held by said MetLife Receiver for the payment of the obligations of Borrower-
2 Owners to Plaintiff and other creditors, subject to such orders as the Court may hereinafter issue as
3 to its disposition.

4 20. The MetLife Receiver may institute ancillary proceedings in this State or other states
5 and countries, prosecute and tender all suits or insurance claims, and pursue all remedies available
6 by law as is necessary to preserve and protect the MetLife Receivership Property and ensure
7 compliance with the MetLife Receiver's authority. The MetLife Receiver may bring and prosecute
8 all proper action for collection of payments, rent and lease payments due, if any, on the MetLife
9 Receivership Property, as well as necessary actions and proceedings for the removal of tenants or
10 lessees in default for any rental or lease agreement, or any other persons, from the MetLife
11 Receivership Property, and may bring and prosecute all proper actions for the protection of the
12 MetLife Receivership Property or recovery thereof.

13 21. MetLife Receiver, as an agent of the Court, shall be entitled to the assistance of law
14 enforcement officials when taking possession, or at any other time during the term of the MetLife
15 Receivership, if in the opinion of MetLife Receiver, such assistance is necessary to preserve the
16 peace and protect the MetLife Receivership Property, without further order from the Court.

17 22. The MetLife Receiver may exclude any person or entity who does not have a lease
18 or rental agreement from possession of the MetLife Receivership Property, or any portion thereof.

19 23. The MetLife Receiver may assume, extend, or modify any pre-receivership
20 contracts or agreements, including unexpired leases, relating to the MetLife Receivership Property,
21 and/or reject such contracts in the MetLife Receiver's sole judgment and discretion.

22 24. Unless otherwise ordered by the Court, the MetLife Receiver is not obligated to
23 undertake and will have no liability for any remediation or cleanup with respect to hazardous
24 materials presently existing under, on or about the real property (whether in Kern or Fresno
25 counties). The MetLife Receiver is authorized, in its sole discretion, to initiate environmental due
26 diligence, inspections, or other environmental monitoring, and shall have no liability for any
27 hazardous materials presently existing under, on or about the real property.
28

1 25. The MetLife Receiver shall be under no obligation to complete or file tax returns on
2 behalf of Defendants for income or other taxes arising before the date of this order. The MetLife
3 Receiver shall otherwise comply with all applicable laws and regulations relating to tax-reporting
4 requirements. The MetLife Receiver shall furnish Defendants with such access to books and records
5 within the MetLife Receiver's custody or control as reasonably may be necessary for Defendants
6 to complete and file tax returns on their own behalf.

7 26. [RESERVED]

8 27. Any utility company providing services to the MetLife Receivership Property,
9 including gas, electricity, water, sewer, trash collection, telephone, cable, communications Wi-Fi,
10 Internet, or similar services, shall be prohibited from discontinuing and prohibited from failing to
11 comply with any request by the MetLife Receiver to, and are prohibited from refusing to, reinstitute
12 service to the MetLife Receivership Property based any non-payment by Borrower-Owners prior
13 to the MetLife Receiver's appointment by the Court based upon unpaid bills incurred by Borrower-
14 Owners. Further, such utilities shall be prohibited from demanding that the MetLife Receiver
15 deposit additional funds in advance to maintain or secure such services. New accounts under the
16 name of the MetLife Receivership may be established within 30 days.

17 28. The MetLife Receiver may analyze the books, records, and files that relate to the
18 MetLife Receivership Property of (a) Borrower-Owners and (b) on order of the Court, following
19 notice to the affected party, those of AGI or other person or entity, including bank account and
20 accounting records to determine the sources and uses of cash, accounts, and asset sale proceeds, to
21 investigate transfers of funds by or to Borrower-Owners, and to engage in other forensic accounting
22 as deemed appropriate to the MetLife Receiver.

23 29. The MetLife Receiver, on order of the Court, following notice and a hearing, and
24 on the conditions or terms that the Court considers just and proper, may abandon any MetLife
25 Receivership Property that is burdensome to the MetLife Receiver or is of inconsequential value or
26 benefit. Property that is abandoned shall no longer constitute MetLife Receivership Property.

1 30. The MetLife Receiver, or any party to this action, may from time to time, and on
2 due notice to all parties, make application to the Court for further orders instructing said MetLife
3 Receiver or expanding the MetLife Receiver's authority.

4 ///

5 **Receivership Expenses**

6 31. The MetLife Receiver shall charge the amount of \$30.00/acre/month for planted
7 acres and \$5.00/acre/month for fallow and tree removal acres, subject to annual adjustment upon
8 notice to the parties, plus expenses as identified and applied for and as approved by the Court, as
9 set forth in the Declaration of Phillip Christensen filed in support of the MetLife Receivership
10 Motion, paragraph 8 thereto, which is subject to annual adjustment upon notice to the parties.

11 32. The MetLife Receiver shall pay the operating expenses of the MetLife Receivership
12 Property from the income generated by the MetLife Receivership Property, and to the extent
13 MetLife Receivership Property income is inadequate to pay the operating expenses, may borrow
14 money from Plaintiff ("Receivership Advances").

15 33. Plaintiff shall not be obligated to make Receivership Advances, but any such
16 MetLife Receivership Advances shall be added to the obligations owed by Borrower-Owners to
17 Plaintiff. Receivership Advances shall bear interest at the rate provided under the Loan Documents
18 (as defined in the Complaint) and shall be paid to the extent of available MetLife Receivership
19 Property no later than upon approval of the MetLife Receiver's final report and account. If there is
20 insufficient MetLife Receivership Property to repay the Receivership Advances in full, Borrower-
21 Owners and the Defendant Guarantors named in this action shall have sole liability to repay such
22 deficiency to the extent described in the Complaint and accompanying Guaranty Agreements (as
23 defined in the Complaint), and the MetLife Receiver shall have no liability to repay such deficiency.

24 34. The MetLife Receiver may issue to Plaintiff, as Collateral Agent, MetLife
25 Receiver's Certificates to evidence Receivership Advances, with such Receiver's Certificates to be
26 liens against the MetLife Receivership Property that have priority over all other liens, interests and
27 claims against the MetLife Receivership Property on a priority repayment basis, except for fees and
28

1 costs approved under Paragraph 36. The original Certificates shall be delivered to Plaintiff, to be
2 filed and/or recorded in Plaintiff's discretion.

3 35. Within 30 days following entry of this Order, the MetLife Receiver shall prepare an
4 operating budget for the receivership (the "Budget") and submit it to Plaintiff for approval, which
5 must include all anticipated fees, expenses, and disbursements of the MetLife Receivership
6 Property.

7 36. The MetLife Receiver is authorized to make payment for any bond, fees and costs,
8 and for the MetLife Receiver's fees and fees and costs of professionals, by filing a notice of intent
9 to compensate professionals and serving such notice, together with a reasonably detailed
10 description of the time periods, services and amount requested, on the parties or their counsel, if
11 applicable, creditors having liens, security interests or other interests on or in the MetLife
12 Receivership Property, and anyone else filing an appearance in this case. If no party in interest
13 objects to such notice within 10 calendar days of its filing and service, the fees and costs shall be
14 deemed approved as being fully and finally earned without further order or leave of the Court. If a
15 party objects, the party will serve a written objection on the MetLife Receiver stating the nature
16 and scope of the objection. Upon receipt of an objection, the MetLife Receiver and the objecting
17 party must first attempt to resolve the objection through negotiation. If the objection cannot be so
18 resolved, the objecting party may file its objection in Court within 7 days after the date of the
19 objection. Unless otherwise agreed by the MetLife Receiver, any objection not filed within 7 days
20 after the date of service of the objection is deemed waived. Only those portions of the fees and costs
21 that are the subject of a timely objection will be withheld from payment until the objection is
22 resolved, and all other portions of the fees and costs will be deemed approved without further order
23 or leave of the Court. The approved fees and costs of the MetLife Receiver and its professionals
24 shall be paid from the gross receipts derived from the MetLife Receivership Property and shall be
25 a first-priority lien on MetLife Receivership Property. If MetLife Receivership Property is not
26 sufficient to pay the MetLife Receiver's fees and its professional's fees as presented, the Plaintiff
27 shall advance funds to the MetLife Receiver sufficient to pay such approved fees and costs. Any
28 such advance will be considered a Receivership Advance.

1 accounts payable of the receiver, including professional fees; (f) MetLife Receivership Property
2 sale progress reports; and (g) a narrative summary of the operations, if any, of the MetLife
3 Receivership Property. The MetLife Receiver's Report shall also include a copy of any
4 Receivership Certificates issued during the period covered by the Report. The MetLife Receiver's
5 first Report shall be a report of the first two months of operation.

6 41. If there is insufficient insurance coverage on the MetLife Receivership Property, the
7 MetLife Receiver shall have thirty (30) business days to procure said insurance on the MetLife
8 Receivership Property, provided the MetLife Receiver has funds available to do so, and during said
9 period, the MetLife Receiver shall not be personally responsible for claims arising or for the
10 procurement of insurance. With respect to any insurance coverage, the MetLife Receiver, and other
11 parties with insurable interest, shall be named as additional insureds on the policies for the period
12 that the MetLife Receiver shall be in possession of the MetLife Receivership Property. With respect
13 to any property coverage obtained, Plaintiff shall be named as the mortgagee and loss payee.

14 **Procedure for Notice and Hearing**

15 42. To the extent this Order requires Court approval for any action herein, the MetLife
16 Receiver may file a notice of proposed action and proposed Order, with a seven-day response time.
17 If no party-in-interest files a written objection to the proposed action or form of Order within the
18 Response Time, the MetLife Receiver may submit such Order for entry by the Court, supported by
19 a declaration attesting that no objections were filed.

20 **Preliminary Injunction**

21 43. Borrower-Owners and their respective owners, agents, partners, property managers,
22 employees, assignees, successors, representatives, members, managers, creditors, lessors,
23 customers, tenants, lienholders of MetLife Receivership Property, and other persons seeking to
24 establish or enforce any claim, right or interest against or on behalf of Borrower-Owners, and all
25 others acting for or on behalf of such persons or acting under and/or in concert with them, including
26 attorneys, trustees, agents, sheriffs, constables, marshals and other officers and their deputies, and
27 their respective attorneys, agents, servants, and employees, excluding Plaintiff ("Restrained
28 Parties") are hereby preliminarily enjoined as of 10/31/2024 at 5:00 p.m. (pt) as follows:

1 a. Restrained Parties shall not interfere with the MetLife Receiver in the performance
2 of his duties or commit or permit any waste of the MetLife Receivership Property.

3 b. Restrained Parties shall not transfer any part of the MetLife Receivership Property,
4 including cash proceeds of operations, to any third party for any purpose other than payment bona
5 fide accounts payable to unaffiliated third parties of Borrower-Owners for their business operations.

6 c. Restrained Parties shall not expend, disburse, transfer, assign, sell, convey, devise,
7 pledge, mortgage, create a security interest in, encumber, conceal, or in any manner whatsoever
8 deal in or dispose of the whole or any part of the MetLife Receivership Property without prior Court
9 order.

10 d. [RESERVED]

11 e. Restrained Parties shall not commence, prosecute, continue or enter into any suit or
12 proceeding in the name or on behalf of Borrower-Owners with respect to property of the MetLife
13 Receivership Property.

14 f. Restrained Parties shall not accelerate the due date of any obligation or claimed
15 obligation, enforce any lien upon, or take or attempt to take possession of, or retain possession of,
16 any of the MetLife Receivership Property, or attempt to foreclose, forfeit, alter, or terminate any of
17 Borrower-Owners' interest in MetLife Receivership Property, including, without limitation, the
18 establishment, grant or perfection of any security interest, whether such acts are part of a judicial
19 proceeding or otherwise with respect to the MetLife Receivership Property.

20 g. Restrained Parties shall not use self-help or execute or issue, or cause the execution
21 or issuance, of any court attachment, subpoena, replevin, execution or other process for the purpose
22 of impounding or taking possession of or interfering with, or creating or enforcing a lien upon, any
23 property, wheresoever located, owned by or in the possession of the MetLife Receiver appointed
24 pursuant to this Order or any agent appointed by said MetLife Receiver with respect to MetLife
25 Receivership Property; and

26 h. Restrained Parties shall not do any act or thing whatsoever to interfere with the
27 MetLife Receiver taking control, possession or management of the MetLife Receivership Property
28 or any other property subject to this MetLife Receivership, or to in any way interfere with the

1 MetLife Receiver, or to harass or interfere with the duties of the MetLife Receiver, or to interfere
2 in any manner with the exclusive jurisdiction of this Court over the property and assets of the
3 MetLife Receivership estate, including refusing to turn over MetLife Receivership Property upon
4 demand by the MetLife Receiver. Provided, however, nothing in this paragraph shall prohibit any
5 federal or state law enforcement or regulatory authority from commencing or prosecuting an action
6 against the MetLife Receivership estate with respect to MetLife Receivership Property.

7 44. The Restrained parties are hereby affirmatively required to provide full and prompt
8 access to the MetLife Receiver to all books and records, including banking records, relating to the
9 MetLife Receivership Property.

10 **IT IS FURTHER ORDERED,**

11 Defendants shall have the right to apply to the Court for modification or dissolution of this
12 Order according to the Local Rules for the United States District Court for the Eastern District of
13 California.

14 **IT IS SO ORDERED.**

15 Dated: _____

16
17 _____
18 United States District Judge
19
20
21
22
23
24
25
26
27
28